

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF MISSISSIPPI
(ABERDEEN DIVISIONAL OFFICE)**

IN RE:

CASE NUMBER: 19-10537-JDW

NIKKI LEE SHELTON

CHAPTER 7

DEBTOR

MOTION TO LIFT STAY

Santander Consumer USA Inc. dba Chrysler Capital (“Santander”), a creditor holding a secured claim, represents that:

1. This Court has jurisdiction over this proceeding and all parties hereto pursuant to 28 U.S.C., Sections 157 and 1334.

2. On February 6, 2019, Nikki Lee Shelton (the “Debtor”) filed with this Court a voluntary petition under Chapter 13 of the Bankruptcy Code. On March 19, 2019, the case converted to one under Chapter 7 of the Bankruptcy Code.

3. Santander is the holder of a Retail Installment Sale Contract Simple Finance Charge (with Arbitration Provision) (“Contract”) executed by the Debtor on August 17, 2018, which granted a security interest to Santander in a 2018 Dodge Charger (“Vehicle”). A copy of the Contract is attached as Exhibit “A.” As shown in the Secretary’s Certificate attached as Exhibit “B,” the Contract was assigned to Santander. As shown by the Certificate of Title attached as Exhibit “C,” the Debtor is the owner of record of the Vehicle.

4. The Debtor’s Statement of Intent provides for surrender of the Vehicle.

5. As of March 27, 2019, the Debtor’s account was \$2,429.75 delinquent in payments, and the Debtor owed Santander \$37,503.47, as shown by the payment history attached as Exhibit “D.”

6. The approximate current fair market value of Vehicle is \$21,465.00, which is 90% of the clean retail N.A.D.A. value attached as Exhibit "E."

7. The Debtor has no equity in the Vehicle and, therefore, is unable to protect against depreciation.

8. The Debtor has failed to provide other means of adequate protection. Pursuant to 11 U.S.C. §362(d)(1), the Debtor's failure to provide adequate protection to the creditor's interest in the property is a cause for the granting of relief from the stay.

WHEREFORE, Santander Consumer USA Inc. dba Chrysler Capital ("Santander") prays that the Court enter an order granting relief described as follows:

1. Termination of the automatic stay to allow Santander to foreclose on its interest in the above described property, to have the property seized and sold pursuant to state law, to receive the proceeds of the sale up to the full amount of the debt or to bid up to the full amount of the debt at the sale; and/or

2. Authorization for the Debtor to surrender voluntarily the above described property to Santander; and/or

3. That any order remain in effect regardless of conversion to another Chapter; and/or

4. For such other and further relief to which Santander may be entitled.

THE SUNDMAKER FIRM, L.L.C.

/s/ Gregory J. Walsh _____

GREGORY J. WALSH (MS Bar No. 104344)

1027 Ninth Street

New Orleans, LA 70115

Telephone: (504) 568-0517

Fax: (504) 568-0519

greg@sundmakerfirm.com

**Attorneys for Santander Consumer USA Inc. dba
Chrysler Capital**

CERTIFICATE OF SERVICE

I certify that the Motion to Lift Stay has been served on all interested parties as listed below either by electronic mail and/or depositing same in the U.S. Mail, postage prepaid, this 5th day of April, 2019:

Jeffrey A. Levingston
PO Box 1327
Cleveland, MS 38732

U. S. Trustee
501 East Court Street
Suite 6-430
Jackson, MS 39201

Robert H. Lomenick, Jr.
PO Box 417
Holly Springs, MS 38635

Nikki Lee Shelton
10238 Fox Run Drive
Olive Branch, MS 38654

/s/ Gregory J. Walsh
Gregory J. Walsh

Buyer Name and Address (including County and Zip Code)	Co-Buyer Name and Address (including County and Zip Code)	Seller-Creditor (Name and Address)
DALE LEE 10230 FOX RUN DR OLIVE BRANCH, MS 38654-5110 RESIDENT	N/A	LANDERS CHRYSLER DODGE JEEP, L 315 GOODMAN RD E SOUTHAVEN, MS 38671

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

Name/Brand	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased Person, family, or household unless otherwise indicated below
NEW	2010	DODGE CHARO	2C3CDXBG3JH206161	<input type="checkbox"/> residence <input type="checkbox"/> agricultural <input type="checkbox"/>

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sales Price
The cost of your credit as a yearly rate. The dealer finance company will cost you:	4.90 % \$ 5960.40	\$ 37586.00	\$ 43556.40	\$ 43556.40

Your Payment Schedule Will Be:

Number of Payments	Amount of Payment	With Payments Are Due
72	604.95	Monthly beginning 10/01/2018

Or As Follows:

Late Charge: If a payment is not received in full within 10 days after it is due, you will pay a late charge of 3% of the part of the payment that is late with a maximum charge of \$ 6.00, unless this vehicle is a commercial vehicle. For a commercial vehicle, if a payment is not received in full within 10 days after it is due, you will pay a late charge of 4% of the part of the payment that is late with a maximum charge of \$ 8.00, and a minimum charge of \$ 6.00. Prepayment: If you pay early, you will pay a penalty. Security Interest: You are giving a security interest in the vehicle being purchased. Additional Information: See this contract for more information including information about compensation, default, any required repayment in full before the scheduled date and security interest.

TERMINATION OF AMOUNT FINANCED

1 Cash Price including \$ 862.33 sales tax \$ 28184.00 (1)

2 Total Downpayment 2014 DODG CHAL

Trade-in (Year) (Model) (Value)

Gross Trade-in Allowance \$ 1050.00

Less Pay Off Made By Dealer \$ 2050.00

Equals Net Trade In \$ 10100.00

+ Cash \$ 2850.00

+ Other \$ 1750.00

(If total overpayment is negative, enter "0" and skip 44 below)

- Unpaid Balance of Cash Price (if minus 2)

4 Other Charges including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts)

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Life \$ N/A

Disability \$ N/A

B Vendor's Single Interest Insurance

Paid to Insurance Company \$ N/A

C Other Optional Insurance Paid to Insurance Company or Companies

General \$ N/A

E Credit Life or Death to Government Agencies

Is N/A for N/A Is N/A for N/A

Is N/A for N/A Is N/A for N/A

Is N/A for N/A Is N/A for N/A

F Government Taxes Not Included in Cash Price

G Government License and/or Registration Fees

H Documentation Fee of the Dealer \$ 10.00

I Tax Stamp \$ 425.00

J A Documentary Fee for an optional fee and is not reimbursed by law. However, it may be charged to a buyer/lessee for the preparation, handling and processing of documents and the performance of services related to the sale or lease of a motor vehicle and may include dealer profit. This notice is required by regulation of the Mississippi Motor Vehicle Commission.

K Conveyance Fee (Seller must identify who is paid end)

L Deposit Refundable \$ 5500.00

M Deposit Non-Refundable \$ 2678.00

N \$ N/A

O \$ N/A

P \$ N/A

Q \$ N/A

R \$ N/A

S \$ N/A

T \$ N/A

U \$ N/A

V \$ N/A

W \$ N/A

X \$ N/A

Y \$ N/A

Z \$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf \$ 37586.00 (4)

5 Amount Financed - Principal Balance \$ 5360.40 (5)

6 Finance Charge \$ 43556.40 (6)

7 Total of Payments + Time Balance (5 + 6) \$ 43556.40 (7)

OPTIONS: My car has no finance charge if the amount financed, Item 6, is paid in full on or before _____, Year _____ SELLER'S INITIALS _____

OPTIONAL GAP CONTRACT: A gap contract (not cancellation option) is available to provide credit and not be provided for your car and to help pay the difference if you choose to replace the vehicle in the event of a total loss or写入。Refund of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is part of this contract.

Term 72 Mo. ALLY GAP Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X ALLY GAP Co-Buyer Signs K

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED: This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are valid. Buyer Signs X ALLY GAP Co-Buyer Signs X

If any part of this contract is not valid, all other parts stay valid. We may delay or refuse to honor any of our rights under this contract without losing them. For example, we may delay the time for making some payments without extending the time for making others.

See back for other important agreements. Any dispute resolution agreement you sign with us or an assignee of this contract will apply to claims related to this contract.

The Annual Percentage Rate may be profitable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

NOTICE TO THE BUYER: 1. Do not sign this contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the contract you sign.

You agree to the terms of this contract and any dispute resolution agreement you signed with this contract. You confirm that before you signed this contract and any dispute resolution agreement, we gave them to you, and you were free to take them and review them. You acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a copy/agreement filed in copy of these documents when you signed them.

Buyer Signs X ALLY GAP Date 04/05/19 Co-Buyer Signs X ALLY GAP Date 04/05/19

Co-Buyer Signs K Date 04/05/19 Seller signs LANDERS CHRYSLER DODGE JEEP, LLC Address 315 GOODMAN RD E SOUTHAVEN, MS 38671 Title CHRYSLER CAPITAL

Seller assigns his interest in this contract to XX (Assignee) under the terms of Seller's agreement(s) with Assignee.

LANDERS CHRYSLER DODGE JEEP, LLC Assigned without recourse Assigned with limited recourse

Seller signs XX Date 04/05/19 Title CHRYSLER CAPITAL

Buyer assigns his interest in this contract to XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs X ALLY GAP Date 04/05/19 Title CHRYSLER CAPITAL

Buyer signs her name here XX (Assignee) under the terms of Buyer's agreement(s) with Assignee.

Buyer Signs

1. FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge or the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price on the payment due the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Charges may take the form of a larger or smaller first payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about those changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. If the vehicle is damaged, destroyed, or missing. You agree to pay us off you owe under this contract even if the vehicle is damaged, destroyed, or missing.

- b. Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to pay them back when we ask for it.

3. Security Interest:

- You give us a security interest in:
 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts finance for you;
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes refunds of premiums or charges from the contracts.

This does not prevent all of you owe on this contract. It also assures your other agreements in this contract. You will make sure the title above our security interest (lien) in the vehicle. You will not after any other security interest be placed on the title without our written permission.

4. Insurance you must have on the vehicle:

You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may demand that you pay all your interest in our interest in the vehicle, or buy insurance that covers our interest. If we buy other type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law allows.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

- 5. What happens to returned insurance, maintenance, service, or other contract charges:** If we obtain a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

6. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- a. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to your right to redeem the vehicle described below. Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION PROVISION

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, or any contract or any related transaction or relationship [including, without limitation, any arbitration agreement] with this plan or plan of finance, shall be resolved by neutral binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019 or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$3,000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is frivolous under applicable law. We will also reimburse you for attorney's fees and other costs, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization uses conflict of interest rules, the rules of the arbitration organization of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and not by any state law concerning arbitrators. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within this court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency debt, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

SANTANDER CONSUMER USA INC.
SECRETARY'S CERTIFICATE

I, Eldridge A. Burns, Jr., Secretary of SANTANDER CONSUMER USA INC. (the "Corporation"), a private corporation duly organized and existing under the laws of the State of Illinois, do hereby certify that on February 6, 2013, Chrysler Group LLC granted to the corporation a non-transferable, royalty-free license to use the "*Chrysler Capital*", "*Chrysler*", "*Dodge*", "*Jeep*", "*RAM*", "*Chrysler Capital*" and "*Mopar*" word trademarks, and their corresponding brand logos.

IN WITNESS WHEREOF, I have hereunto signed my name effective as of the 11th day of February 2013.

Eldridge A. Burns, Jr.
Chief Legal Officer and Secretary

113

CERTIFICATE OF TITLE

Form # 79-001

STATE OF MISSISSIPPI**ORIGINAL**

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER	TITLE TEXT (E.G. UNIT #)
2C3CDXBG3JH206161	DODG	2018	CHARGER	SD	MS0267347968	

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL	NEW/USED	TYPE OF VEHICLE	ODOMETER - NO TENTHS
09/04/2018	08/17/2018	6	NEW	PC	12 ACTUAL

OWNER(S)**BRANDS**

SHELTON, NIKKI
 10238 FOX RUN DR
 OLIVE BRANCH MS 38654-5110

1ST LIENHOLDER

DATE: 08/17/2018

CHRYSLER CAPITAL
 PO BOX 961272
 FORT WORTH TX 76161-0272

2ND LIENHOLDER

DATE:

MAIL TO

M65-11

CHRYSLER CAPITAL
 PO BOX 961272
 FORT WORTH TX 76161-0272

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

2ND LIEN _____ BY _____
 (LIENHOLDER) (SIGNATURE AND TITLE)

THIS _____ DAY OF _____ 20_____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 4TH DAY OF SEPTEMBER 2018



The Mississippi Department of Revenue hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the Mississippi Department of Revenue. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1 Mississippi Code of 1972 and subject to the provisions thereof.

CONTROL NUMBER

MISSISSIPPI DEPARTMENT OF REVENUE

VOID IF ALTERED

O

1811



P.O. Box 961275
Fort Worth, TX 76161

Account Number:

Primary Name: NIKKI SHELTON

Good Through	Total Payoff	Principal	Interest	Late Fees	Misc. Fees	
Apr 16, 2019	\$37,607.44	\$36,879.55	\$717.89	\$10.00	\$0.00	
Effective Date	Amount	Principal	Interest	Late Fees	Misc. Fees	Principal Balance
Jan 25, 2019	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$36,879.55
Late charge assessment System Generated Transaction						
Dec 25, 2018	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	\$36,879.55
Late charge assessment System Generated Transaction						
Nov 23, 2018	\$-605.00	\$-449.65	\$-155.35	\$0.00	\$0.00	\$36,879.55
System allocated payment IVR - Pinless Debit (no fee)						
Oct 23, 2018	\$-604.95	\$-266.80	\$-338.15	\$0.00	\$0.00	\$37,329.20
System allocated payment WebPay - ACH (no fee)						

1D^

Automated Vehicle Valuation

Tuesday, April 02, 2019

Guide Edition: April 2019 **Region:** Southeastern**Vehicle:** 2018 DODGE
Charger
Sedan 4D SXT V6 **VIN:** 2C3CDXBG3JH206161
Weight: 3,934**Mileage:** 7,612 **MSRP:** \$28,495.00**Base Retail:** \$22,400.00 **Base Trade:** \$20,150.00 **Base Loan:** \$18,150.00**Accessory Adjustments:**

	(Retail)	(Trade)	(Loan)
Aluminum/Alloy Wheels	(w/body)	(w/body)	(w/body)

Mileage Adj.: \$1,450.00 **(Trade) Accessory Adj.:** \$0.00**Total N.A.D.A. Official Used Car Values****Retail:** \$23,850.00 **Trade:** \$21,600.00 **Loan:** \$19,600.00All NADA Values Reprinted With Permission Of
N.A.D.A. Official Used Car Guide Company Copyright NADASC 1996

WE